

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

Philadelphia Indemnity Insurance Company,)

Plaintiff,)

vs.)

Richard Alexander Murdaugh. Richard)
Alexander Murdaugh, Jr. and Renee S.)
Beach, as Personal Representative of the)
Estate of Mallory Beach,)

Defendants.)
_____)

**DEFENDANT BEACH'S
ANSWER**

C.A. No.: 9:19-cv-2782-RMG

TO: PHILLIP E. REEVES, ESQUIRE, AND JENNIFER E. JOHNSEN, ESQUIRE,
ATTORNEYS FOR PLAINTIFF

Defendant Beach, by and through her undersigned counsel, answering Plaintiff's

Complaint, hereby alleges and states as follows:

FOR A FIRST DEFENSE

1. Defendant Beach denies each and every allegation not specifically admitted hereinafter and demands strict proof thereof.

2. Defendant Beach admits the allegations of Paragraphs one (1) through seventeen (17) of Plaintiff's Complaint.

3. Answering the allegations of Paragraphs eighteen (18) through thirty-one (31), Defendant Beach craves reference to the terms and conditions of the policy. To the extent a response is required, the same are denied and strict proof is demanded thereof.

5. Defendant Beach admits the allegations of Paragraph thirty-two (32) of Complaint.

6. Defendant Beach denies the allegations of Paragraph thirty-three (33) of Complaint.

7. In response to the allegations contained in Paragraph thirty-four (34) of Plaintiff's Complaint, the foregoing paragraphs are re-alleged as if fully set forth herein verbatim.

8. In response to Paragraphs thirty-five (35) through sixty-four (64) of Plaintiff's Complaint, Defendant Beach denies all allegations and demands strict proof thereof.

**FURTEHR ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE**

9. Defendant Beach alleges that there is coverage under the policies for the damages alleged in the underlying Complaint.

**FURTEHR ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE**

10. That all claims are barred by the doctrine of laches.

**FURTEHR ANSWERING AND AS AN ADDITIONAL
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11. Defendant Beach alleges that there is coverage under the policy for the damages alleged in the underlying complaint under the doctrines of waiver and estoppel.

**FURTEHR ANSWERING AND AS AN ADDITIONAL
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12. Through its agents, Plaintiff underwrote and issued the insurance policies at issue knowing Defendants Murdaugh's potential risks and the necessary protections they were seeking through insurance coverage. Further, they assured Murdaugh that his interests would be protected and that there was coverage under the policy. These assurances were made despite the fact that the underwriters, producers and Philadelphia knew that Murdaugh had no hunting business nor any hotel.

13. Defendants Murdaugh and Plaintiff intended the policies to cover, among other things, the type of damage alleged in the underlying complaint filed in Hampton County Court of

Common Pleas. Further, Murdaugh reasonably expected he would be covered from matters such as these.

14. If the policies are deemed not to cover the damages claimed in the underlying complaint, which Defendant Beach denies, then Defendants Murdaugh are entitled to reformation of the policies to cover such damage.

WHEREFORE, having fully answers Plaintiff's Complaint herein, Defendant Beach prays it be dismissed with prejudice, for her attorneys' fees and costs in litigating this action, and for other such and further relief as this Court may deem just and appropriate or, in the alternative, that this Court issue an Order declaring that Philadelphia Indemnity Insurance Company, is obligated to defend and indemnify Defendant Murdaugh for claims asserted against Defendant Murdaugh in the underlying action and for other such and further relief as this Court may deem just appropriate.

Respectfully submitted,

GOODING AND GOODING, P.A.

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Dated: December 13, 2019
Allendale, South Carolina